THE NATIONAL BANKRUPTCY ACT. — It is cause for satisfaction that the entire country is now subject to a uniform law of bankruptcy. Any law must be a gain, and the present law seems to be in most respects a very good one. The few criticisms that might be made relate for the most part to provisions which were probably carefully considered, and were deemed by those in charge of the law, if not wise, at least expedient in order to secure its passage. A perusal of the statute as a whole certainly gives the impression that the interests of the debtor are protected somewhat more carefully than those of the creditor. A discharge is granted without regard to the dividends, or lack of them, from the bankrupt's estate and without the assent of any part of the creditors. The bankrupt's own misconduct is the only ground for refusing a discharge. The acts of bankruptcy affording ground for a creditor's petition do not include non-payment of judgments, commercial paper, or other debts. An insolvent debtor, who can refrain from making fraudulent conveyances or giving or allowing preferences, may avoid bankruptcy indefinitely; and on the other hand, if a debtor can show that the aggregate of his property at a fair valuation is sufficient in amount to pay his debts, no act will make him liable to be adjudicated a bankrupt. The most objectionable feature of the law is the provision that "a wage-earner or a person engaged chiefly in farming or the tillage of the soil" is not subject to involuntary bankruptcy, though entitled to petition voluntarily if he chooses. On the face of it this seems to create privileges in special classes, the unconstitutionality of which may invalidate the entire law. The nearest thing to a precedent for such legislation is contained in the Bankruptcy Act of 1841, which allowed all classes to petition voluntarily, but restricted to traders liability to involuntary bankruptcy; but there seems a marked distinction in degree, at least, between the present law and the earlier one. Doubtless the Supreme Court of the United States will not overthrow the act lightly, and may find a reason for the exemption of wage-earners and farmers other than a desire to give them special privileges as such.

THE RULE IN DUMPOR'S CASE. — In 1603, the court of Queen's Bench sitting at Westminster, decided the case of *Dumpor* v. *Symms*, 4 Co. 119, b. There was a condition in a lease that the lessee and his assigns should not assign it without the consent of the lessor. Once with the consent of the lessor the lessee conveyed his term; and the court decided that the condition was thereby destroyed, that the lessor could not enter when the assignee himself transferred the lease. Why the court so decided no one knows. Perhaps they were impressed by the fact that the lessee on receiving the license became virtually dominus of the term. More probably they thought that they were applying a rule in regard to the waiver of a breach of condition, although the lessee, in acting with the lessor's consent, had committed no breach to be waived; he simply availed himself of the only means allowed him of assigning his term without breaking the condition. Whatever the reason, Dumpor's case became the law of England, and remains so except where superseded by act of parliament.

The extent to which the rule prevails in America is uncertain. Almost always it is held inapplicable. Where there is a license to assign, and the right to re-enter for breach of condition is destroyed, the question arises whether or not the right to sue on the covenant for subsequent assign-

ments still subsists. Then the case must be met where there is no condition, merely a covenant. The shade of Dumpor's case is still powerful, and recently controlled the Court of Appeals of Maryland when the last-mentioned question was presented to it. *Reid* v. *Weissner & Sons Brewing Co.*, 40 Atl. Rep. 877. The lessee there covenanted for himself not to assign the lease without consent; there was no condition. He once assigned with the lessor's consent, and the court holds, upon the authority of Dumpor's case, that the lessor cannot complain when the assignee transfers his interest. True, the decision might have been put on the ground that the assignee, not being mentioned in the covenant, could not have been bound in any event; but this ground is not noticed by the court. Yet the rule in Dumpor's case properly has no application to a covenant, and should not be extended by logic when it is not founded on any sound principle. *Paul* v. *Nurse*, 8 B. & C. 486. Dumpor's case itself contained no covenant; and in *Brummel* v. *MacPherson*, 14 Ves. Jr. 173, the English case which adopted the rule into the modern law, it was admitted in the argument that if the lease in question had contained a covenant, the covenant would have lived after the condition died. In America, too, what little authority there is tends generally in the same direction. *Dakin* v. *Williams*, 22 Wend. 201, 209; *Gannett* v. *Albree*, 103 Mass. 372. It is doubly unfortunate that the rule in Dumpor's case should be extended in the principal case when the decision might have been placed on other grounds, and when the application of the rule cannot be excused by the fact that it avoids a forfeiture.

Tug-boat Marriages and the Lex Domicilii. — A scheme to avoid unpleasant marriage laws has gained some notoriety on the Pacific coast. Relying on the principle that the validity of the marriage is to be judged by the law of the place of its celebration, the parties sail outside the three-mile limit, are married by the skipper, and, according to their statement, return wedded by the law of the high seas. This device met a deserved fate at the hands of the Supreme Court of California when it came before them in the case of *Norman* v. *Norman*, 54 Pac. Rep. 143. The above formula had been gone through by two persons whose ages according to California law would have prevented their marriage without the consent of their parents. A week after their return the would-be wife tired of the marriage state and went home. Suit was thereupon brought to have the marriage affirmed. The court, however, granted the prayer of the defendant that the plaintiff be "precluded from ever setting up to be her husband."

The decision is doubtless sound, but the reasoning is not quite satisfactory. The parties, say the court, went away simply to avoid compliance with the law of their domicile; this marriage therefore will not be held valid unless contracted under some recognized law. No such law here existed, and the marriage was void. While there is little authority on the point, it seems nevertheless clear that cases may exist of marriages which are valid though celebrated under no recognized law. If parties are travelling abroad and under the local law they cannot validly marry, they may contract in the forms used in their domicile, and the marriage will there be recognized. *Kent* v. *Burgess*, 11 Sim. 361. Under such circumstances it has been said that, if these forms could not be complied with, there might be a good marriage by mere consent of the parties.